

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. Contract ID Code Firm-Fixed-Price		Page 1 Of 20	
2. Amendment/Modification No.  P00067		3. Effective Date  2004JAN13		4. Requisition/Purchase Req No.  SEE SCHEDULE		5. Project No. (If applicable)	
6. Issued By TACOM WARREN BLDG 231 SFAE-CSS-LAV-B DOUGLAS W. CLEVELAND (586)574-6834 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: CLEVELAD@TACOM.ARMY.MIL		Code W56HZV		7. Administered By (If other than Item 6) DCMA BIRMINGHAM BURGER PHILLIPS CENTER 1910 THIRD AVE. NORTH, RM 201 BIRMINGHAM, AL 35203-2376		Code S0101A	
				SCD C PAS NONE ADP PT HQ0338			
8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)  METRIC SYSTEMS CORPORATION 645 ANCHORS STREET FORT WALTON BEACH, FL. 32548-9990   TYPE BUSINESS: Large Business Performing in U.S.				<input type="checkbox"/>		9A. Amendment Of Solicitation No.	
				<input type="checkbox"/>		9B. Dated (See Item 11)	
				<input checked="" type="checkbox"/>		10A. Modification Of Contract/Order No. DAAE07-00-C-M010	
				<input type="checkbox"/>		10B. Dated (See Item 13) 2000MAR20	
Code 12339		Facility Code					
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendments: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. <b>FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.</b> If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. Accounting And Appropriation Data (If required) ACRN: AT NET INCREASE: \$13,597.00							
<b>13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS</b>							
KIND MOD CODE: C It Modifies The Contract/Order No. As Described In Item 14.							
<input type="checkbox"/>		A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A.				The Changes Set Forth In Item 14 Are Made In	
<input type="checkbox"/>		B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).					
<input checked="" type="checkbox"/>		C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of: Mutual Agreement of the Parties					
<input type="checkbox"/>		D. Other (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return _____ copies to the Issuing Office.							
14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)							
SEE SECOND PAGE FOR DESCRIPTION							
Contract Expiration Date: 2007DEC31							
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. Name And Title Of Signer (Type or print)				16A. Name And Title Of Contracting Officer (Type or print) MICHAEL T. FINNELL FINNELLM@TACOM.ARMY.MIL (586)574-8361			
15B. Contractor/Offeror  _____ (Signature of person authorized to sign)		15C. Date Signed		16B. United States Of America  By _____ /SIGNED/ (Signature of Contracting Officer)		16C. Date Signed  2004JAN13	
NSN 7540-01-152-8070 PREVIOUS EDITIONS UNUSABLE				30-105-02		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243	

SECTION A - SUPPLEMENTAL INFORMATION

MODIFICATION P00067

PREVIOUS CONTRACT AMOUNT:	\$51,086,432
AMOUNT OF THIS MODIFICATION:	\$ 13,597
NEW CONTRACT AMOUNT:	\$51,100,029

Modification P00067 is issued to incorporate the following change into the contract:

1. The Contractor shall evaluate Training Aids for the purpose of providing a proposal to upgrade these items to the SLEP configuration.
- a. The Training Aids to be evaluated are as follows:
- |                              |                             |
|------------------------------|-----------------------------|
| Training Aid                 | Location                    |
| One Pneumatic Training Board | Aberdeen Proving Ground, MD |
| One Electric Training Board  | Aberdeen Proving Ground, MD |
| One Driver's Trainer         | Camp Pendleton, CA          |
- b. The Training Aids will be evaluated at the above locations.
- c. CLIN 3010AC is hereby created in the amount of \$8,247 to compensate the Contractor for this effort. CLIN 3010AC is a Firm-Fixed-Price CLIN.
2. The Contractor shall make non-SLEP repairs on LAVs at their facilities at Fort Walton Beach, FL.
- a. These repairs will be restricted to those necessary for the maintenance or movement of the vehciles, or for the operability of the SLEP upgrades.
- b. Contract Paragraph C.47, with associated subparagraphs C.47.1, C.47.2, and C.47.3, is hereby added to the contract.
- c. CLIN 5002AA is hereby created in the amount of \$5,350 to compensate the Contractor for this effort. CLIN 5002AA is a Cost-Plus-Fixed-Fee CLIN.
3. Definition of the beginning of the warranty period as set forth in contract paragraph C.42 is clarified.
- a. The first sentence of contract paragraph C.42 is deleted in its entirety and replaced by the following three sentences.
- The Contractor warrants that each article of hardware delivered under this contract, including all components and material, will be free from defects in material and workmanship for a period of 12 months effective upon the date of kit installation acceptance by the Government for kit installations taking place at field installation sites, and the date of completion of kit installation for kit installations performed by the Government at Government depots. For the purposes of this warranty clause, kit installation acceptance by the Government at field installation sites is defined as the date stamped on the vehicle identification plate following successful inspection and acceptance by the designated Government representative. Resolution of the issues waived by Request for Waiver RFW024 will not be required prior to the beginning of the warranty period.
- b. This action is taken at no change in the contract amount.
4. The requirement for Quality Deficiency Reports (QDRs) for SLEP kits received by the Contractor at field installation sites is hereby defined.
- a. New contract paragraph E.10.11.2.2 is hereby added to the contract.

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b. This action is taken at no change in the contract amount.

5. The parties agree that any and all claims for further contract adjustment for the actions listed in paragraphs 1 through 4 above, beyond the terms set forth in this modification, are hereby waived and released.

6. As a result of this modification, the total amount of the contract is increased by \$13,597. All terms and conditions of the contract, other than those described above, remain unchanged.

\*\*\* END OF NARRATIVE A 067 \*\*\*

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT								
3010AC	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>EVALUATE ADDITIONAL TRAINING AIDS</u></p> <p>CLIN CONTRACT TYPE: Firm-Fixed-Price</p> <p>NOUN: TRAINING BOARDS METRIC</p> <p>PRON: T132T5694K PRON AMD: 02 ACRN: AT</p> <p>CUSTOMER ORDER NO: M9545003MP32021</p> <p>CLIN 3001AC was created by Modification P00067 for the requirement for the Contractor to evaluate three additional Training Aids for the purpose of providing a proposal to the Government to upgrade those items to the SLEP configuration. The three items are:</p> <p>1 Pneumatic Training Board 1 Electric Training Board 1 Driver's Trainer</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u></p> <p>INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table> <tr> <td>DLVR SCH</td><td></td><td>PERF COMPL</td></tr> <tr> <td><u>REL CD</u></td><td><u>QUANTITY</u></td><td><u>DATE</u></td></tr> <tr> <td>001</td><td>0</td><td>31-JAN-2004</td></tr> </table> <p>\$ 8,247.00</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	0	31-JAN-2004			\$ 8,247.00
DLVR SCH		PERF COMPL											
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>											
001	0	31-JAN-2004											
5002	SECURITY CLASS: Unclassified												
5002AA	<p><u>NON SLEP REPAIRS AT CONTRATOR'S FACILITIES</u></p> <p>CLIN CONTRACT TYPE: Cost-Plus-Fixed-Fee</p> <p>NOUN: NON SLEP REPAIRS</p> <p>PRON: T132T5684K PRON AMD: 01 ACRN: AT</p> <p>CUSTOMER ORDER NO: M9545003MP32021</p> <p>CLIN 5002AA was created by Modification P00067 to incorporate the requirement for the Contractor to perform certain non-SLEP repairs on LAVs at their facilities in accordance with contract paragraph C.47.</p>				\$ 5,350.00								

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
	<div>CLIN 5002AA is a Cost-Plus-Fixed Fee CLIN.</div> <div>Cost: \$5,000</div> <div>Fee: \$ 350</div> <div>Total Cost: \$5,350</div> <div>(End of narrative B001)</div> <div><u>Inspection and Acceptance</u></div> <div>INSPECTION: OriginACCEPTANCE: Origin</div> <div><u>Deliveries or Performance</u></div> <div><table><tr><td>DLVR SCH</td><td></td><td>PERF COMPL</td></tr><tr><td><u>REL CD</u></td><td><u>QUANTITY</u></td><td><u>DATE</u></td></tr><tr><td>001</td><td>0</td><td>30-SEP-2005</td></tr></table></div> <div>\$5,350.00</div>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	0	30-SEP-2005				
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	0	30-SEP-2005												

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

SECTION C - PART FOUR - ADDITIONAL STATEMENT OF WORK REQUIREMENTS

C.31 CONTRACTOR VISIT TO ACTIVE DUTY LIGHT ARMORED RECONNAISSANCE (LAR) BATTALION (Phase I). The Contractor shall send a team to visit an active duty LAR battalion to become familiarized with the environment in which the LAR battalions operate and meet with the Marines who actually fight in the vehicles. Eleven (11) Contractor personnel shall visit Camp Lejeune on 28 Jun 00, and shall receive the following information from the Government, as a minimum: (1) An overview of the LAR battalion organization and mission; (2) LAV Water operations to include vehicle prep, ballast procedures and vehicle swim operations; (3) LAV maintenance operations (maintenance routine, facilities and 2147 mechanics at work; and (4) 25mm gunnery exercise (firing procedures, up-load/down-load procedures, target engagement procedures, etc.).

C.32 CONTRACTOR ATTENDANCE AT LAV CONFERENCE. The Contractor shall send one representative to attend the LAV Conference held at Camp Pendleton, CA on 19 and 20 Sep 2000.

C.33 FIELD INSTALLATION PLANNING MEETINGS (Phase I)

C.33.1 In preparation for installation of SLEP kits at field sites, planning meetings shall be held at the following locations:

- Camp Pendleton, CA (2 visits)
- 29 Palms, CA (2 visits)
- Camp LeJeune, NC (2 visits)
- Warren, MI
- Quantico, VA (Camp Upshur)
- Albany, GA
- Barstow, CA
- Jacksonville, FL

The second visits to Camp Pendleton and 29 Palms shall take place in one combined trip.

C.33.2 The Contractor shall send at least two representatives to attend each of the above meetings.

C.34 CONTRACTOR ATTENDANCE AT INTERACTIVE ELECTRONIC TECHNICAL MANUAL WORKSHOP. The Contractor shall send one representative to attend the Interactive Electronic Technical Manual (IETM) Workshop held at Quantico, VA from 31 Oct 2000 through 2 Nov 2000.

C.35 CONTRACTOR FAMILIARIZATION WITH MARINE TRAINING. The Contractor shall send two representatives to the Marine Training facilities at Aberdeen, MD and Camp Pendleton, CA to become familiarized with the Marine training facilities, procedures, and processes. Both of these individuals shall spend one day at each of the two facilities. These trips are targeted to take place in the December, 2000/January, 2001 timeframe.

C.36 CDA KITS FOR EARLY USER ASSESSMENT VEHICLES.

C.36.1 The Contractor shall provide and install Control Display Assembly (CDA) kits onto fifteen (15) LAV-25s at the Government's Enhanced Equipment Augmentation Pool (EEAP) at 29 Palms, CA. The CDA kits shall be a partial upgrade kit consisting of the CDA cover, replacement bulbs, gasket, coretec emitter, rubber boots for toggle switches, and associated componentry to ensure functionality of the CDA instrument panel. Installation of these kits shall be completed prior to 8 January 2001.

C.36.2 The Government shall perform an Early User Assessment (EUA) test of the CDA upgrade on the vehicles having the CDA kits installed. This test shall take place over a 3 week period beginning in January 2001. The Contractor shall provide on-site technical and spare parts support for any failures of the upgraded CDAs for the first week of this test. The Contractor shall be responsible for analysis and correction of any deficiencies identified during the test in accordance with Section E.9.4.

C.37 EARLY USER ASSESSMENT OF TURRET COVERS (LAV-25 AND LAV-AT) (CLIN 1011AA)

C.37.1 The Contractor shall provide 12 each LAV-25 turret covers and 4 each LAV-AT covers. Eight (8) Lav-25 and 4 LAV-AT covers shall be delivered to the 1st Battalion at Camp Pendleton, CA. The remaining 4 LAV-25 covers shall be delivered to the depot in Albany, GA for follow-on shipment by the Government to Okinawa. Delivery of these covers shall be made to ensure arrival at destination not later than 30 Mar 01. Installation instructions with clear illustrations and diagrams as necessary shall be over-packed with each cover.

C.37.2 The Government will perform an Early User Assessment (EUA) of the turret covers. This test will take place over a 180 day period beginning in April 2001. The Contractor shall be responsible for analysis and correction of any deficiencies identified during the test in accordance with Section E.9.4.

C.37.3 The Contractor will also draft a EUA survey for PM-LAV review 30 days after award of contract modification. The purpose of the survey is to obtain information from the EUA participants regarding form, fit, function, stowage, logistical issues that might have occurred during the EUA. PM-LAV will finalize the survey and distribute to the EUA sites.

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C.38 The Contractor shall host a "roll-out" ceremony at its facility on 20 Mar 01. The ceremony shall include attendance and short speeches by various dignitaries, including General Officer(s) and media. The Contractor shall have static displays available, including the ILS SLEP vehicle, with signs or other methods that explain the SLEP changes to the vehicles. Prior to the formal ceremony, the Contractor shall conduct a short plant tour for the personnel attending the ceremony. Additional plant tours shall be provided during the day if required. The Contractor shall make a conference room available for Government program briefings during the day. The detailed agenda for the ceremony shall be coordinated between the Government and the Contractor.

C.39 Early Kit Delivery and Support for SLEP IROAN "Proof of Process". The contractor shall provide upgrade kits, data, and training to support SLEP IROAN "Proof of Process" activities at both Albany & Barstow depot sites. The purpose of these activities is to identify any potential problems in introducing SLEP upgrades into the IROAN lines prior to full production.

C.39.1 Upgrade kits. The contractor shall deliver two (2) of each LAV-25 and LAV-AT SLEP upgrade kits by NLT 5 months after award of this modification. These kits shall be complete, except for the Vehicle Dehumidification Kits and that visual signature reduction (camouflage) upgrades shall not be initially provided with these kits (with the exception of footman loops used to attach the visual signature reduction kits to the vehicles). The visual signature reduction panels for these four vehicle kits will be negotiated and delivered under a separate Phase II CLIN.

C.39.2 Installation data. The contractor shall deliver 3 complete sets each of preliminary installation drawings for all vehicle variants to Albany and Barstow depots by NLT 60 days after modification award in accordance with ELIN B022. The installation drawings shall be in contractor format and will define the installed SLEP upgrade kits configuration with typical installation notes for installation drawings for the LAV-25 and LAV-AT.

C.39.3 Installation Training Material and Field Service Representative (FSR) Support for SLEP IROAN Proof of Process. The Contractor shall provide the following data and support for SLEP IROAN PoP:

C.39.3.1 Installation Training Material: The contractor shall provide a package of training material that depicts all information required to install SLEP upgrade kits into LAVs undergoing IROAN, focusing primarily on the LAV-25 and LAV-AT vehicles undergoing PoP. The training material shall include a training course outline and appropriate text/illustrations, and shall be submitted IAW B015. This material shall be provided concurrent with delivery of PoP kits to the depots at Albany and Barstow, and shall be in both electronic format (one CD at each site, plus one to PM-LAV) and hard copy (2 copies at each site; with 1 copy to PM-LAV). The material shall include instructions on safety procedures and hazard awareness. The contractor shall modify/update and resubmit this data NLT 2 weeks after receipt of any comments from the Government.

C.39.3.2 Field Service Representative (FSR) Support. The contractor shall provide one (1) FSR at each depot (Albany and Barstow) for a continuous 6 week period each. Work on weekends and overtime is not required. The FSR shall answer any questions and assist depot personnel as required to incorporate SLEP kits into the IROAN process. Target date for start of this support is mid Sept 02. The contractor shall also provide on-call engineering support throughout the PoP process for any questions place by depot personnel.

C.40 Inspection of DT/OT Test Vehicles for Refurbishment: The contractor shall conduct a detailed inspection of the four LAV-25 SLEP prototype vehicles used for DT/OT testing, and provide the Government with a firm-fixed-price proposal for the cost for the contractor to refurbish these vehicles to a like-new condition. The proposal shall be accompanied by an inspection report for each vehicle, in contractor format, that identifies the repairs/refurbishment required for each vehicle. The proposal shall include the cost for any vehicle components, as the contractor shall be responsible for ordering these components through the supply system; unless the contractor has determined that an item is not available in the supply system. Such non-available items shall be identified in the proposal, along with an explanation of the contractor's efforts to locate these items in the supply system, and not included in the proposal cost. The proposal shall not include the cost for any efforts to bring SLEP components up to the final production configuration, as this is covered under the Phase I COD clause. However, the proposal shall include the cost for any SLEP components that require repair/refurbishment and are not affected by COD configuration changes. Finally, the proposal shall identify the proposed date for completion of refurbishment of each vehicle. The proposal and inspection report shall be provided to the Government, for each vehicle, within 30 days of this modification, or the Contractor's receipt of that vehicle, whichever comes later. Upon review and acceptance of the proposal and report, the Government may incorporate the refurbishment effort into the contract by supplemental agreement modification.

C.41 Phase II Earned Value Based Performance Management System. EVPMS is a tool that allows both Government and Contractor program managers to have visibility into technical, cost, and schedule progress on their contracts. EVPMS shall be used on the LAV SLEP Program to ensure that program cost, schedule, and performance objectives are integrated and tracked to ensure their achievement. EVPMS shall be used as a key tool in managing program risk; however, SLEP Phase II EVPMS requirements shall be tailored down to the minimum necessary, based on the SLEP Risk Analysis/Risk Management Plan (ref. C.7.5), while still providing both parties adequate program performance insight. These requirements shall be in effect through completion of both FY 03 and 04 installation options, subject to option exercise. Responsibilities of the parties are set forth below.

C.41.1 Contractor. The Contractor has the primary responsibility for managing the SLEP program and their EVPMS process/system, as a tool to ensure that Contractor and Government program managers have visibility into progress toward achieving program cost, schedule, and performance objectives. The Contractor shall summarize and report on EVPMS metrics in monthly Cost Performance Reports-no criteria (CPR-NC) and at Program Status Reviews. The Contractor shall monitor the effectiveness of their EVPMS system, and that of their major

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subcontractors. The Contractor and the Government shall jointly determine the extent of subcontractor involvement in the EVPMS program, but the Contractor shall maintain responsibility for monitoring/ consolidating the subcontractor's EVPMS input into its EVPMS system/reports, and shall be responsible for its accuracy.

C.41.2 PM, Light Armored Vehicles. PM-LAV will review the Contractor's CPR-NC submissions, and, in partnership with the Contractor, monitor progress toward achievement of program cost, schedule, and performance goals. PM-LAV will chair the Integrated Baseline Review (IBR), and any other formal EVPMS reviews held during the course of the SLEP program.

C.41.3 Procuring Contracting Officer (PCO). The PCO will effect any contract modifications required to incorporate changes to contract EVPMS requirements, or may designate this responsibility to the ACO. The PCO, ACO, and PM-LAV shall jointly review the Contractor's EVPMS plan to verify its adequacy.

C.41.4 Performance Measurement Baseline. The Contractor shall identify critical elements to track based on Government and Contractor analysis. These elements will be baselined at the Integrated Baseline Review and tracked using the EVM process.

C.41.5 Cost Performance Report (CPR). The Contractor shall provide a Standard Cost Performance Report in accordance with CDRL A026 in Contractor format that shall include the following data elements at task level:

- a. Current and Cumulative Budgeted Cost of Work Scheduled (BCWS)
- b. Current and Cumulative Budgeted Cost of Work Performed (BCWP)
- c. Current and Cumulative Actual Cost of Work Performed (ACWP)
- d. Schedule Variance (SV)
- e. Cost Variance (CV)
- f. Latest Revised Estimate at Completion (LRE)
- g. Variance at Completion (VAC)
- h. Budget at Completion (BAC)

The Cost Performance Report - No Criteria (CPR-NC) shall be submitted electronically for effort performed under Phase II cost type Contract Line Item Numbers (CLINs). Format 5 of the CPR need only be provided for commenting on significant variances or trends that the Contractor considers of interest to the Government. The Contractor shall immediately notify the Government when the projected WBS Schedule Performance Index (SPI) and/or Cost Performance Index (CPI) values fall to 0.950 or below. The Contractor's CPR/data shall incorporate subcontractor EVPMS data.

C.41.6 Tailoring of the CPR-NC. CPR-NC requirements shall be tailored to the maximum extent possible to accommodate the Contractor's EVPMS system, and to reflect the minimum essential data needed by the Government to manage the program. The Government and Contractor shall agree on the extent of tailoring of the CPR-NC at the IBR.

C.41.7 Phase II Integrated Baseline Review. An Integrated Baseline Review (IBR) will be conducted to seek mutual understanding of and agreement to any Contractor planning for SLEP Phase II EVPMS. Fourteen days prior to the IBR, the Contractor will provide its System Description, WBS Dictionary, Cost Account Matrix, Responsibility Assignment Matrix, and sample master, intermediate, and detailed schedules, as well as sample work authorization documents and their flows. The IBR shall be held at the Contractors facility on a mutually agreed TBD date and CPR delivery dates will be established at the IBR. The IBR shall be chaired by PM-LAV and shall address the following issues, as a minimum:

- a. Verify technical content of the Performance Measurement Baseline (PMB) and accuracy of related resource (budgets) and schedules;
- b. Ensure that there is a logical sequence of effort planned consistent with the contract schedule;
- c. Conduct a technical assessment of the earned value methods that will be used to measure progress to assure that objective and meaningful performance data will be provided;
- d. Establish a joint understanding of the Contractors EVMS, to serve as the basis for future reviews of EVM planning and status, and estimates at completion to ensure that baseline integrity is maintained throughout the life of the contract;
- e. Tailoring of reporting to the minimum level required for effective contract management and oversight.

C.42 Commercial Warranty Of Hardware. The Contractor warrants that each article of hardware delivered under this contract, including all components and material, will be free from defects in material and workmanship for a period of 12 months effective upon the date of kit installation acceptance by the Government for kit installations taking place at field installation sites, and the date of completion of kit installation for kit installations performed by the Government at Government depots. For the purposes of this warranty clause, kit installation acceptance by the Government at field installation sites is defined as the date stamped on the vehicle identification plate following successful inspection and acceptance by the designated Government representative. Resolution of the issues waived by Request for Waiver RFW024 will not be required prior to the beginning of the warranty period. The written notice of the defect shall have been given to the Contractor within 12 months from the date of kit acceptance of the item. Deliverable items are returned to the



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Contractor or its designee promptly after discovery of the defect; and provided further, that any warranties made by Contractors that shall extend beyond the term of this warranty shall insure to the benefit of the Government. Each item will meet and comply with all specifications, drawings, performance requirements, and reliability requirements referred to or incorporated by reference herein and all other provisions of this Contract. The warranties set forth herein are in lieu of all other warranties, expressed or implied, which are hereby disclaimed and excluded by the Contractor, including without limitation, any warranty of merchantability or fitness for a particular purpose or use and all obligations or liabilities on the part of the Contractor for damages arising out of, or in connection with, the use, repair, or performance of the equipment. The Contractor shall not be liable for any loss or damage caused by delay in furnishing equipment and services or any other performance under or pursuant to this warranty. The sole and exclusive remedies for breach of any and all warranties, and the sole remedies for the Contractor's liability of any kind (including liability for negligence) with respect to the equipment and services covered by this agreement, shall be limited to repair or replacement of a defective item of equipment either at the plant of the Contractor or in place, at the Contractor's option. The Contractor's warranty is limited to those component parts that were directly affected by Service Life Extension Program enhancements. This warranty does not cover component parts that were not replaced or enhanced by the Service Life Extension Program. The provisions of this warranty will apply to the replacement part for the unexpired portion, if any, of the applicable time period set forth above, provided that the period of repairing the respective system component will not be calculated as part of the warranty period. If the Contractor fails to replace or repair as aforesaid, the Contractor's entire liability shall not exceed the entire amount paid to the Contractor by the customer under this contract for the defective item. In no event shall the Contractor's liability of any kind include any special, indirect, incidental, or consequential losses or damages, even if the Contractor is advised of the possibility of such potential loss or damage.

The Contractor's warranty shall not apply to damage resulting from accident, abuse, failure to follow operating instructions, or alteration. Specifically excluded from the Contractor's warranty is any damage results if installation of the equipment is performed outside of the Contractor's control and not under the supervision and control of the Contractor's Field Service Representatives and where the installation does not comply with the installation instructions, technical orders associated with its installation, or local building codes. The Contractor reserves the right to have all failed LRUs or spares shipped to their facilities for testing by Contractor personnel in order to establish the cause of failure. Unauthorized alteration or modification of failed components will void the Contractor's warranty for that component.

The Contractor shall pay transportation costs relating to warranty service. If after receipt of the warranty item and upon investigation it is determined that the SLEP component/system failure was caused by a non-SLEP component/system failure, those costs associated with that investigation and the appropriate transportation costs will be reimbursed the Government. The contractor is also eligible for cost reimbursement when investigation confirms that the SLEP component failed because of damage from an accident, abuse, failure to follow operating instructions, or alteration. Finally, the Contractor is also eligible for cost reimbursement when the SLEP component/system failure occurs from faulty installation not performed by the Contractor's installation teams.

\*\*\* END OF NARRATIVE C 002 \*\*\*

C.46. Powerpack Ground Hop Stand "A" Modification Kit. The Contractor shall provide the Government with 16 Powerpack Ground Hop Stand (PPGHS) "A" Modification kits. This kit shall shall provide a connector adapter kit that will allow for running both SLEP and non-SLEP configured powerpacks on the PPGHS, and shall be of the configuration identified in ECP LAVSTS-0009R1. The Contractor shall also provide a Modification Instruction that describes this kit and how to use it. A copy of the Modification Instruction shall be overpacked with each kit. The kits shall be shipped, FOB Origin, to the following locations:

<u>Location</u>	<u>Quantity</u>
MARDET Aberdeen Proving Grounds	3
1st LAR, Camp Pendleton, CA	1
2nd LAR, Camp Lejeune, NC	1
3rd LAR, 29 Palms, CA	1
Blount Island Command, FL	1
Fuji, Japan	1
Albany, GA	1
Combat Assault Battalion, Okinawa, Japan	1
1st Radio Battalion, Kaneohe Bay, HI	1
2nd Radio Battalion, Camp Lejeune, NC	1
4th LAR, Camp Pendleton, CA	1
4th LAR, Frederick, MD	1
4th LAR, Quantico, VA	1
4th LAR, Riverton, UT	1

Required delivery date for these kits is as follows:

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Quantity      Days after effective date of Modification P00062

5	45
5	75
6	90

The specific shipping addresses for each of the above locations will be provided by the Government to the Contractor prior to the required delivery date.

"C.47 Non-SLEP repairs on Government owned LAVs at the Contractor's Fort Walton Beach, Florida facilities.

C.47.1 This clause provides for non-SLEP, non-warranty repairs of LAV variant deficiencies on Government owned LAVs that are being held on-site at the Contractor's Fort Walton Beach, Florida facilities. These repairs are restricted to those necessary for the maintenance or movement of the vehicles, or for the operability of the SLEP upgrades. Prior to performing any of these repairs, the Contractor shall notify the Government of the need for the repair and provide an estimate of the cost of said repair. The Contractor shall not make the repair until authorized by the Contracting Officer or his/her representative. The Contractor will attempt to obtain replacement parts from Government assets before acquiring such items from the Contractor's own resources, or from the marketplace.

C.47.2 A Cost-Plus-Fixed-Fee (CPFF) Contract Line Item Number (CLIN) has been established in Section B based on a cost of \$5,000 plus fee. When the Contractor has expended 75% of the costs on this CLIN, it shall notify the Contracting Officer. The Contractor shall not exceed the total cost of \$5,000 unless or until the Contract has been modified to increase the amount of the CLIN. If it is necessary to increase the amount of the CLIN to provide the repairs necessary, the Contractor shall be entitled to additional fee for that increase. When and if this CLIN is increased above the \$5,000 cost amount, the Contractor shall again be required to notify the Government when it has expended 75% of the increased amount.

C.47.3 The Contractor will ensure that the costs claimed under this clause are maintained separately from other costs incurred under this contract.

\*\*\* END OF NARRATIVE C 004 \*\*\*

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SECTION E - INSPECTION AND ACCEPTANCE

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SECTION E  
INSPECTION/ACCEPTANCE

PHASE I - RESEARCH AND DEVELOPMENT

E.1 INSPECTION OF RESEARCH AND DEVELOPMENT?

FIXED PRICE INCENTIVE 52.246-8

E.2 INSPECTION AND ACCEPTANCE POINT: Origin

E.2.1 The contractor shall conduct the Procurement Quality Assurance Inspection demonstrating the conformity of the LAV SLEP vehicle systems and other deliverable components using the applicable drawings and specifications at the following locations:

Contractor's Plant

\_\_\_\_\_

Name

\_\_\_\_\_

Address

Sub-contractor's Plant

\_\_\_\_\_

Name

\_\_\_\_\_

Address

E.3 INSPECTION AND ACCEPTANCE POINT (Data): The inspection and acceptance of any data delivered under this contract shall be at destination. Destination shall be those addresses set forth in the DD Form 1423 for each deliverable data item.

E.4 QUALITY SYSTEM AUDITS/INSPECTIONS. Operating procedures and inspection records that document the Contractor's adherence to their Quality System shall be made available for Government review when requested. The Contractor is subject to procedural audits or product inspections at any point during the contract and shall provide audit/inspection assistance upon request. Audits and product inspections will be conducted by the Government to verify the Contractor's compliance to their quality program and compliance to their documented operating procedures.

E.4.1 The PCO, ACO or the Government QAR shall provide audit and inspection results to the Contractor. The Contractor shall respond to all unsatisfactory audit and inspection results within 30 days from receipt of the Government Audit/Inspection report(s) and provide corrective action as required IAW ELIN A005. All deficiencies detected during any Government audit(s) or product inspections shall be corrected by the Contractor IAW their documented Quality Assurance Program Plan.

E.5 INSPECTION EQUIPMENT. The contractor shall be responsible to supply and maintain all inspection and test equipment necessary to assure the vehicle system and components conform to contract requirements. All inspection equipment shall be available for use at the start of production. The contractor shall make available to the Government applicable and necessary inspection equipment for use during vehicle system inspection. The Government will return all inspection equipment upon completion of inspection.

E.6 DRAWINGS FOR INSPECTION. When requested, the contractor shall provide legible drawings and printed specifications to which each SLEP vehicle system was manufactured. These drawings and specifications shall be annotated to the latest revision. After the Government completes the production inspection and acceptance, the Government will return all drawings and specifications to the contractor.

E.7 VISUAL INSPECTION CRITERIA FOR STEEL WELDMENTS.

E.7.1. The contractor shall perform visual inspections of all weld joints effected by SLEP, IAW the requirements of AWS D1.1 or the visual inspection standards outlined in TM 08594A-25/1. Subject to PCO approval, the Contractor may substitute its current method of visual inspection procedures in lieu of the above stated requirements as long as these procedures are equivalent to the above stated requirements.

E.7.2 The Contractor's SLEP welding procedures shall be qualified by conducting an initial one hundred percent dye penetrant method examination, per the Penetrant Test Procedures specified in TM 08594A-25/1 on all welded joints developed per the Contractor's SLEP Weld Procedures (C.4.3). The following vehicles and quantities shall be subjected to this initial inspection:

- 1) All FPVI vehicles
  - FY02: LAV-25, -AT, -L, -R, -C2, -M
  - FY03: LAV-AD
- 2) The first vehicle upgraded to the SLEP configuration at each installation site.
  - FY03: Pendleton, 29 Palms, Camp Lejeune

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- FY04: Site to be determined

All defects discovered in SLEP weld joints on the FPVI vehicles shall be rejected, repaired and re-inspected using dye penetrant inspection methods. This process shall be repeated until no further weld defects are noted. If any weld defects are discovered during the initial weld inspection conducted on the first vehicle upgraded at each installation site, they shall be rejected, repaired and re-inspected using dye penetrant inspection methods until no further defects are noted. If no weld defects are detected during the initial dye penetrant inspection at each installation site then the weld joint inspection for the remaining vehicles to be upgraded shall return to the visual inspection method as outlined in E.7.1. If any weld defects are discovered during this initial inspection then only those weld joints found defective shall be inspected again on the next two vehicles to be upgraded per the dye penetrant inspection methods; all other weld joints on these two vehicles shall be inspected per the visual inspection method. Upon satisfactory conclusion and acceptance of FPVI vehicles and the first vehicle to be upgraded to SLEP configurations at each installation site, the Contractor shall return to the 100% visual inspection method per E.7.1 on the remaining installation fleet. Dye penetrant will only be used in field applications where there is sufficient visual evidence to warrant said procedure. The Contractor shall only be responsible for the repair of base metal defects that are determined to have been caused by the SLEP kit installation process. The Contractor is not responsible for any pre-existing base metal defects or cracks. Metric WP1417 and WP1418 will be utilized in performance and compliance with MI-I-6866 penetrant procedures and examination.

E.7.3 The Contractor shall be responsible to correct all deficiencies discovered in weld joints and adjoining armor due to any welding performed as part of the SLEP upgrade which are detected by the inspection methods specified in E.7.1 and E.7.2, as required by E.10.12. All weld defects and crack repairs shall be performed in accordance with the procedures established in TM 08594A-25/1. The deficiencies shall be limited to installation affected areas only and must be identified prior to outgoing LTIs.

#### E.8 QUALITY ASSURANCE REQUIREMENTS.

E.8.1 SECTION 4 OF THE PURCHASE DESCRIPTION. Section 4 (inclusive), "Quality Assurance Provisions", of the Purchase Description (Attachment 1) constitutes quality assurance and testing requirements along with those requirements set forth in this contract.

E.8.2 GOVERNMENT FURNISHED MATERIAL/EQUIPMENT. The Contractor shall be supplied GFM/GFE as delineated in Attachment 2 throughout the course of the contract. The Contractor shall inspect all such GFM/GFE upon receipt to document proper count and condition. All deficiencies discovered during this inspection shall be documented on a Quality Deficiency Report (SF form 368) and submitted to the Government, within 15 days from the time of inspection IAW ELIN A010. Handling of GFM/GFE shall be in accordance with the Contractor's Quality Program (Section C.4.1). The Government will be responsible to correct all deficient GFM/GFE and GFM Vehicles unless the deficiency was caused by the contractor as part of the SLEP integration process.

#### E.8.3 INSPECTION AND ACCEPTANCE OF PROTOTYPE VEHICLES.

E.8.3.1 The Contractor shall be provided 5 LAV-25 (MC) Vehicles for SLEP upgrades as well as an LAV variant of each variant type. The Contractor shall completely inspect each LAV variant upon arrival at contractor's facility. This inspection shall be conducted IAW the LAV Automotive/Hull Inspection Checklist provided as GFI (Attachment 2). All deficiencies shall be documented on the Deficiency Sheet attached to the Automotive/Hull Inspection Checklist and submitted to the Government as part of a SF form 368 (Quality Deficiency Report) IAW ELIN A010. This inspection shall document the condition of each Government Furnished LAV upon arrival and establish the vehicle baseline for acceptance upon completion of SLEP. All reported deficiencies discovered prior to SLEP integration are the responsibility of the Government.

E.8.3.2 Upon completion of the SLEP integration process, the contractor shall completely inspect and road test the prototypes vehicles. Inspection shall be conducted in accordance with their Quality Assurance Program Plan (C.4.1) and the Final Inspection Record (C.4.4.3), at the contractor facilities prior to shipment to the Government test site. At least 20 calendar days prior to the inspection of the prototype vehicles, the contractor shall furnish written notice to the Procurement Contracting Officer or their representative of the time and location of the inspections so the Government may witness and participate in the inspections. At the time of inspections, the contractor's record of inspections and tests that were previously conducted on the vehicles and its components shall be made available for review by the Government representatives. All deficiencies detected by the contractor or Government and any corrective action taken shall be described in writing on the deficiency sheet attached to the FIR. The contractor shall correct all deficiencies detected by the Government on the prototype vehicles, supporting equipment and documentation prior to delivery to the Government test site.

E.8.4 QUALITY RECORDS. Quality records of the examinations and tests performed by the contractor shall be kept complete and available to the Government for a period of two years following completion of the contract. Radiographic Inspection film for each vehicle may be discarded once the vehicle is accepted and the DD-250 is signed by the Government.

#### E.9 LAV SLEP TEST AND EVALUATION REQUIREMENTS.

E.9.1 TESTING OF SLEP PROTOTYPES. The Government will conduct testing of four (4) LAV-25 SLEP prototypes at a Government test site(s) to be determined. The Government test sites, and actual number and type of test vehicles will be determined through the Test Integrated Product Team (TIPT) process. Testing is expected to last approximately 150 working days and will consist of safety testing, concurrent Developmental Testing (DT) and Operational Testing (OT) as well as RAM-D testing of at least 6,500 miles per test vehicle. Such testing shall be in accordance with the LAV SLEP Test and Evaluation Master Plan (TEMP), the LAV Purchase Description and FOVLAV-DPS and a

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Government prepared test program plan. The extent of testing may be reduced at the discretion of the Test Integrated Process Team (TIPT).

E.9.1.1 FOLLOW ON TEST & EVALUATION (FOT&E) OF SLEP PROTOTYPES. The Government may be required to conduct FOT&E upon completion of DT/OT after the implementation of any vehicle corrective actions as a result of DT/OT. FOT&E is expected to last approximately 65 calendar days and will be conducted at a Government test site(s) to be determined. The length of FOT&E may be extended at the discretion of the (TIPT).

E.9.2 TEST MEETINGS

E.9.2.1 TEST INTEGRATED PROCESS TEAM (TIPT). The Government will conduct regularly scheduled TIPT meetings (at least 4 per year) to finalize the Test Evaluation Master Plan and to develop the detailed test plan for DT. The Contractor will be required to attend these meetings. The contractor will be notified by the Government of the date and location of each TIPT meeting. The duration of each meeting will not exceed three days and may take place at one of the following locations: TACOM, Warren, MI; Yuma Proving Ground (YPG), Yuma, AZ; Aberdeen Proving Ground (APG), Aberdeen, MD. or Nevada Automotive Test Center (NATC).

E.9.2.2 SCORING AND ASSESSMENT CONFERENCE. The Government will conduct Scoring Conferences throughout DT (approximately 2 per) to facilitate operational and hardware system assessments of test data. The Scoring & Assessment Conferences provide for consistent accounting of basic failures and operational (mission) failures, as well as for scheduled, unscheduled, and essential maintenance actions in order to evaluate RAM-related characteristics of the Light Armored Vehicle-Service Life Extension Program (LAV-SLEP) vehicles. The Contractor is invited to attend each Scoring and Assessment Conference as a non-voting member. The duration of each conference will last approximately three days and the Government will notify the Contractor prior to the start of each conference of the date and location.

E.9.2.3 TEST INCIDENT REPORT (TIR) CLOSEOUT MEETINGS. The Government will conduct TIR closeout meetings within 120 days after completion of DT/OT. The TIR closeout meeting will be held at PM, LAV and the participants will include the Contractor, PM, LAV and representatives from the LAV Test Agency. All open TIRs and FACARs will be discussed at this meeting to determine the status and action required to bring them to closure.

E.9.3 CONTRACTOR TEST SUPPORT. Also refer to C.15.9 and C.25.10 entitled Test Support. The contractor shall provide field technical service representatives to support all test sites for the test duration. The contractor's Field Service Representative (FSR) shall advise and assist Government personnel with operation, maintenance and repair of test vehicles and any other equipment furnished under this contract. The FSR shall report to the test site(s) coincident with delivery of vehicle and shall remain for the duration of the test(s). Technical assistance shall also consist of observation and assisting in assessment of problems. The technical assistance shall also include preliminary investigation of test failures and the performance of on-site repair, as requested by the Government, as well as provide spare/repair parts as required.

E.9.3.1 RESERVED.

E.9.4 TEST DEFICIENCIES.

E.9.4.1 DEFINITIONS:A failure is defined as an event, or state, in which the system or a component of the test vehicle does not or would not perform as specified in the vehicle PD. A defect is defined as a nonconformance to a technical requirement. Defects are classified as critical, major and minor, as defined in the PD and Failure Definition and Scoring Criteria (FDSC).

E.9.4.2 IMPACT OF TEST FAILURES/DEFECTS. In the event of vehicle/component system test failures, the Government reserves the right to retest the vehicle/system upon correction of the defect(s) by the contractor. Corrective action must be to the complete extent and duration specified in the test program or to such lesser extent as the PCO shall consider appropriate in his/her sole discretion. The Government shall have the right to extend the specified test period due to contractor induced delays to the test program as a result of vehicle defects, retest of contractor's corrective action, or failure to adequately or timely furnish parts support. Extensions to the test period as a result of contractor induced delays shall be at no additional cost to the Government. The Contractor shall bear all costs for test delays which are its responsibility and shall reimburse the Government for its additional costs attributable to such Contractor induced delays in the conduct of the tests.

E.9.4.3 TEST INCIDENT REPORT (TIR)/FAILURE ANALYSIS & CORRECTIVE ACTION REPORT (FACAR).

E.9.4.3.1 PROCESSING TIRs AND FACARs. The Government will provide the Contractor a copy of all TIRs generated as a result of Government testing. One information copy will be provided to the contractor technical representative at the test site, and one official copy provided by the PCO or COR to the contractor program office. Only TIRs affecting contractual compliance or performance will require a FACAR. The Government, within 20 days after receipt of the TIR, will forward them to the contractor electronically and inform him of those TIRs that will require a FACAR.

E.9.4.3.2 Upon receipt of the Government's request for failure analysis, the Contractor shall prepare and submit a FACAR to AMSTA-DSA-LV-P, electronically, in contractor format, per CDRL A007. The time frames specified for Critical, Major and Minor TIRs in E.9.4.3.3 and E.9.4.3.4 shall apply. The following information shall be required on the FACAR as a minimum:

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- a. Failure analyses report number.
- b. Contract number.
- c. Equipment title.
- d. Serial number of affected equipment.
- e. Date of failure.
- f. Type of Test that failed.
- g. Effect on equipment.
- h. Total test time at failure.
- i. Failure analysis results.
- j. Statement as to whether this was a pattern failure.
- k. Corrective action to be taken.
- l. Measures to prevent future failures.

E.9.4.3.3 INTERIM FACAR RESPONSES. The contractor shall provide interim FACARs electronically to AMCPM-DSA-LV-P (Ref. E.9.4.3.2) within the following specified timelines:

Critical Test Incident - 48 hours after receipt of TIR.  
Major Test Incident - Within 10 days receipt of TIR.  
Minor Test Incident - 30 days No interim response required.  
Info. Test Incident - 30 days, if required.

E.9.4.3.3.1 All interim responses shall provide the status of the contractor's investigation, and proposed date for submission of the final response. The interim status shall be updated every 14 days subsequent to the initial submission. All contractor requests to extend or modify the time period for subsequent interim responses or final response must be reviewed and approved by the PM, LAV Corrective Action Review Board (CARB) before an extension can be authorized.

E.9.4.3.4 FINAL RESPONSES. Final responses are required for all TIRs (Critical, Major, and Minor), within 30 calendar days after receipt unless modified as stated in E.9.4.3.3.1. The contractor shall indicate the corrective action status, either "Final" or "Interim" on each FACAR. The CARB will evaluate each FACAR and determine if it is closed or open. The PCO or his/her representative shall notify the contractor if further information or action is required or if the TIR is closed.

E.9.4.3.5 CORRECTION OF DEFICIENCIES. The Contractor shall be responsible for the correction of all deficiencies identified during Government Development Testing/Operational Testing (DT/OT) at no increase in estimated cost or price. A deficiency is defined as a failure to achieve the requirements of the Purchase Description. Correction of these deficiencies shall include: Preparation of a Class I Engineering Change Proposal (ECP) to incorporate the correction into the configuration of the affected vehicles, in accordance with the requirements for ECPs in Section C; and implementation/installation of retrofit kits onto the Phase I vehicles.

E.9.4.3.6 Government approval of a COD ECP does not relieve the contractor of the responsibility for meeting the requirements of this contract. The Government retains the right to retest the Contractor's correction/ECP change to verify that it corrects the deficiency. If it is determined that the system is still deficient, the Contractor will be required to correct the deficiency in accordance with the requirements of this provision. The Contractor's COD responsibility is not fulfilled until all test deficiencies are resolved to ensure compliance with the requirements of the Purchase Description

#### PHASE II - PRODUCTION OPTIONS

#### E.10 LAV SLEP INSPECTION AND ACCEPTANCE.

##### E.10.1 RESERVED

##### E.10.2 RESERVED

E.10.3 FIRST ARTICLE APPROVAL - GOVERNMENT TESTING ALTERNATIVE I AND ALTERNATIVE II - 52.209-4 (SEP 1989)

#### E.10.4 INSPECTION AND ACCEPTANCE POINT (UPGRADE KITS): Origin

E.10.4.1 The contractor shall conduct Procurement Quality Assurance Inspections demonstrating conformity of each SLEP Vehicle and or each LAV SLEP upgrade Kit as well as other deliverable components using the applicable drawings and specifications, QCI&TP and Final Inspection Record (FIR) at the following locations:

Contractor's Plant \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_

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Sub-contractor's Plant \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_

E.10.4.2 INSPECTION AND ACCEPTANCE POINT (INTEGRATION OF SLEP UPGRADE KITS): Destination

E.10.4.2.2 The contractor shall conduct a final inspection of each LAV SLEP Vehicle after they install the SLEP upgrade kits. This inspection shall be IAW the requirements of the LAV SLEP FIR. Vehicle acceptance shall be at the place of kit integration, only after successful integration of kit components and completion of the FIR.

E.10.5 INSPECTION AND ACCEPTANCE POINT. The inspection and acceptance of any data delivered under this contract shall be at destination. Destination shall be those addresses set forth in the DD Form 1423 for each deliverable data item.

E.10.6 QUALITY SYSTEM AUDITS/INSPECTIONS. Reference paragraph E.4 and E.4.1.

E.10.7 INSPECTION EQUIPMENT. Reference paragraph E.5.

E.10.8 DRAWINGS FOR INSPECTION. Reference paragraph E.6.

E.10.9 VISUAL INSPECTION CRITERIA FOR STEEL WELDMENTS. See paragraph E.7 and E.7.1.

E.10.10 SECTION 4 OF THE PURCHASE DESCRIPTION. Section 4 (inclusive), "Quality Assurance Provisions", of the Purchase Description (Attachment 1) constitutes quality assurance and testing requirements along with those requirements set forth in this contract.

E.10.10.1 The contractor shall prepare certifications for materials/components as identified by the LAV-SLEP Purchase Description to verify that the requirements of those particular material/components are met. These certifications must be substantiated with documented test reports, performance data, analytical data or vendor reports. Such documentation must be affixed to the certification. The contractor shall provide each certification to the Government at the time of FPVI (ref. E.11.2) for review and approval. In the event that any certifications are disapproved by the government, the contractor shall conduct additional tests/inspections or provide additional documentation at no additional cost to the Government.

E.10.11 INSPECTION OF GOVERNMENT FURNISHED VEHICLES/MATERIAL/EQUIPMENT.

E.10.11.1 The Contractor shall be responsible to inspect each vehicle prior to installing any SLEP upgrade in order to document the vehicle condition upon receipt. This inspection shall be performed IAW the LAV Automotive/Hull Inspection Checklist, provided as GFI. All deficiencies discovered during vehicle inspection shall be documented on the Inspection Checklist (Deficiency Sheet) and submitted to the Government on a Quality Deficiency Report (SF form 368), within 15 days from the time of inspection IAW ELIN A010. This inspection shall document the condition of each Government Furnished LAV upon arrival and establish the vehicle baseline for acceptance after installation of SLEP upgrade kits. All reported deficiencies discovered prior to SLEP integration are the responsibility of the Government.

E.10.11.2 The Contractor shall be supplied GFM/GFE as delineated in Attachment 2. All GFM/GFE received shall be inspected upon receipt to document its condition and the proper quantity was received. All deficiencies discovered during this inspection shall be documented on a Quality Deficiency Report (SF form 368) and submitted to the Government, within 15 days from the time of inspection IAW ELIN A010. Handling of all GFM/GFE shall be in accordance with the Contractor's Quality Program (Section C.4.1). The Government will be responsible to correct all deficient GFM/GFE unless the deficiency was caused by the contractor as part of the SLEP integration process.

E.10.11.2.1 Inspection of LAV SLEP GFE Upgrade Kits at each Maintenance Center (Albany & Barstow). The Government shall be responsible to inspect all GFE SLEP upgrade kits upon receipt at the LAV Maintenance Centers (Albany & Barstow) to document proper quantity and condition. All deficiencies discovered during this inspection shall be documented on a Quality Deficiency Report (SF form 368) and submitted to the Contractor, within 15 days from the time of inspection IAW paragraph E.10.16. The Contractor shall be responsible to correct all SLEP kit components found deficient during incoming inspection as a result of improper materials and workmanship, quality, manufacturing or packaging and handling processes in accordance with the Warranty provision (ref. C.42). All replacement parts/components shall be provided by the Contractor in a timely manner.

E.10.11.2.2 Inspection of LAV SLEP GFE Upgrade Kits at Field Installation Sites. The Contractor shall be responsible to inspect all GFE SLEP upgrade kits upon receipt at the field installation sites to document proper quantity and condition. Any deficiency discovered during this inspection that may potentially result in rework, work stoppage/delay, or configuration change shall be documented on a Quality Deficiency Report (SF form 368) and submitted to AMSTA-PM-LAV within 15 days from the time of inspection IAW paragraph E.10.16. The Contractor shall be responsible to correct all SLEP kit components found to be deficient during the incoming inspection as a result of improper materials and workmanship, quality, manufacturing, or packaging and handling processes in accordance with the Warranty provision (ref C.42). The Government shall not incorporate any QDRs into the QDR data base without notifying the Contractor and allowing



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the Contractor an opportunity to discuss the QDR with the Government.

E.10.12 FINAL INSPECTION OF PRODUCTION VEHICLES AT EACH FIELD INSTALLATION SITE. The Contractor shall perform final inspection of each LAV SLEP upgraded vehicle after installation of SLEP upgrade kits, including test vehicles, IAW the requirements specified or referenced in paragraph 4.5 (Inclusive), "Quality Conformance Inspection" (QCI) of the LAV-SLEP PD (Attachment 1). The final inspection shall be conducted utilizing the Contractor prepared FIR delineated in Section C.24.1 of this contract and shall be conducted either at the Contractor's facility or at the locations(s) where the Contractor installs the SLEP Upgrade Kits. Deficiencies detected during the final inspection by the Contractor or Government shall be described in writing on the deficiency sheet attached to the FIR and shall be corrected by the Contractor prior to final acceptance by the Government. If a trend of quality/workmanship or integration deficiencies become apparent through QCI, the Government has the right to stop the installation of kits in the remaining fleet of vehicles until the contractor corrects all the reported deficiencies.

E.10.12.1 Final Inspection of SLEP Upgrade Kits. The Contractor shall perform a complete inventory and final inspection of each SLEP upgrade kit prior to delivery, utilizing the Contractor prepared Quality conformance Inspection & Test Procedures (QCI&TP) delineated in Section C.24.2. The final inspection shall be conducted utilizing all applicable drawings, specifications, and packaging lists for each SLEP component. Deficiencies detected during the final inspection of each kit, either by the Contractor or Government shall be described in writing and corrected by the Contractor prior to final acceptance of each kit. If a trend of quality/workmanship deficiencies becomes apparent as a result of kit inspections, the contractor shall correct these deficiencies in all kits not yet accepted by the Government.

E.10.12.2. Final Inspection of SLEP Vehicles at each LAV Maintenance Center (Albany & Barstow). The Government shall perform final inspection of each LAV SLEP upgraded vehicle IAW the LAV SLEP Final inspection Record (FIR). All deficiencies found which pertain to SLEP kit components shall be documented on a Product Quality Deficiency Report (SF form 368) and submitted to the Contractor for investigation per E.10.16.1. The Contractor shall be responsible to correct all deficiencies that are found to be a result of improper materials and workmanship; Contractor's quality and manufacturing processes, or packaging and handling processes in accordance with the Warranty provision (ref. C.42). All replacement parts/components shall be provided in a timely manner.

E.10.13 IN-PROCESS INSPECTION. The Government reserves the right to inspect end items or any parts/components during all manufacturing processes and reject such material that does not conform to either Government or contractor drawing/specifications. Such inspections by the Government may be performed at the contractor's predetermined inspection stations. All deficiencies detected during any contractor or Government inspection (end item or in-process) shall be corrected by the contractor at no cost to the Government. During any Government inspection, the contractor shall provide assistance upon request.

E.10.14 ARMOR STEEL BALLISTIC TESTING. If Armor Plate (MIL-A-46100 High Hard Steel (HHS) or MIL-A-12560 Rolled Homogeneous Armor) or equivalent is procured under this contract, the contractor shall be required to provide one plate of each thickness (12"x36") to the Government for ballistic testing prior to its use in production. The PCO shall provide the contractor with the name and address of the Government test site for ballistic testing 60 days after contract award. No armor steel shall be used in LAV SLEP vehicles until the Government has satisfactorily tested it.

E.10.14.1 RETEST OF FAILED BALLISTIC TEST SAMPLES. If a test sample fails ballistic testing, two retest samples shall be submitted from the same lot for ballistic testing. If the second sample passes ballistic testing the lot is considered acceptable. Failure of the retest sample shall be cause to reject the entire lot.

E.10.15 CHANGE OF SUPPLIERS. If the Contractor changes sources of supply for any vehicle components/material that affects provisioned items, technical publications, certifications, or critical safety items, the Government reserves the right to require the Contractor to conduct another component level First Article Test. If required, this testing shall be successfully accomplished at contractor's expense prior to acceptance of any item containing the component furnished by the different supplier.

E.10.16 QUALITY DEFICIENCY REPORTS (CONTRACTOR SUPPLIED ITEMS).

E.10.16.1 The Contractor shall investigate, provide failure analysis, and propose corrective action to all Quality Deficiency Reports (QDRS - SF 368) generated by the user. QDR investigations and failure analysis responses shall be limited only to those SLEP components/enhancements, any items/components that fail as a result of the SLEP components/enhancements or that fail due to the integration process under this contract. The Contractor shall conduct QDR investigations for a period of two years after the last vehicle is delivered. All QDRs will be submitted for response through the PCO. The Contractor shall notify the Government (AMSTA-DSA-LV-P), within 10 days from receipt of each QDR, if an exhibit is required for failure analysis. The exhibit request shall include detailed instructions as to where the exhibit is to be sent along with a point of contact. Upon completion of the Contractor's investigation, a QDR investigation report shall be prepared and provided (in contractor format), outlining the results of their investigation, summary of any failure analysis performed, and proposed corrective action to AMSTA-DSA-LV-P, IAW CDRL A008. All QDR responses and QDR investigation reports shall be provided to the Government within the following time frames:

- |    |        |   |   |
|----|--------|---|---|
| a. | Cat I  | - | 20 days w/o exhibit or 20 days after receipt of requested exhibit |
| b. | Cat II | - | 30 days w/o exhibit or 30 days after receipt of requested exhibit |

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAE07-00-C-M010 <b>MOD/AMD</b> P00067	<b>Page 18 of 20</b>
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E.10.16.2 In the event that more time is required to complete a QDR investigation, the Contractor may request that a one-time extension from the PCO be granted. This request must be submitted to the PCO, and shall include a complete summary of the work performed to date, and justification for the requested extension. In no event shall any QDR response due date be extended beyond an additional 30 days.

E.11 TEST REQUIREMENTS.

E.11.1 First Article Approval - Government Testing. The Provisions entitled, "First Article Approval-Government Testing (E.10.3) are applicable to this contract. The First Article requirements (if the production option is exercised) are a First Production Vehicle Inspection and a Product Verification Test.

E.11.1.1 The Government, at its discretion, may "Conditionally Accept" production SLEP vehicles and/or upgrade kits prior to satisfactory completion of the first article requirement in order to meet the vehicle delivery schedule. The contractor shall be responsible for correction of all defects on SLEP upgrade kits not yet delivered as well as on SLEP upgraded vehicles that were conditionally accepted by the Government prior to satisfactory completion of the first article requirement regardless of the conditionally accepted vehicle's geographical location. Final acceptance by the Government of such conditionally accepted SLEP upgraded vehicles or kits shall be made upon satisfactory completion of the first article requirement and when all defects on the conditionally accepted vehicles are corrected to the satisfaction of the Government.

E.11.1.2 In the event that during the course of the contract, the place of manufacture of end items changes geographical locations, the Government at its discretion may elect to have the contractor repeat all or portions of the first article requirements.

E.11.2 FIRST PRODUCTION VEHICLE INSPECTION (FPVI).

E.11.2.1 Pursuant to he General Provisions entitled, "First Article Approval Government Testing" the Contractor shall install SLEP production kits, which have satisfactorily completed all the inspection requirements of the Contractor's Quality Conformance Inspection & Test Procedures (QCI & TP), on each LAV variant (LAV-25, LAV-AT, LAV-L, LAV-R, LAV-C2 and LAV-M) located at the contractor's facility. This action may be taken on an LAV-AD at a later time. Prior to accepting any kits for delivery for field installations, the first production vehicle of each variant type shall be subjected to inspections by the Contractor and Government in order to verify proper kit integration and vehicle performance is maintained after kit installation. These inspections shall be in accordance with the provisions contained in this contact and as stated or referenced in the LAV SLEP Purchase Description (Attachment 1). At least 20 calendar days prior to submission of the FPVI vehicle of each variant type for final inspection, the Contractor shall furnish written notice to the PCO of the time and location of the inspection, so that Government representatives may witness and participate in the inspection(s). The Contractor shall make available to the Government any records of inspection and tests that have previously been conducted on the FPVI vehicles and their components.

E.11.2.2 FPVI REPORT. An FPVI report shall be prepared and submitted to Government, IAW CDRL A005. The test report shall be prepared in Contractor format and shall identify all tests and inspections conducted and report all deficiencies detected. The report shall specify the corrective action taken for each reported deficiency and the action taken to preclude this discrepancy from being repeated on follow-on production vehicles.

E.11.2.3 FPVI APPROVAL. The PCO shall, by written notice within 20 calendar days after receipt of the FPVI report, conditionally approve or reject the FPVI vehicle. The notice of approval or conditional approval will not relieve the contractor from complying with all requirements of the LAV SLEP PD and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor for the applicable first production vehicle. A notice of disapproval shall explain the reasons for the disapproval.

E.11.2.3 FPVI RE-INSPECTION. If FPVI is disapproved by the Government, the Contractor shall make any necessary changes, modifications, or repairs to the first production vehicle. Once the Contractor has taken corrective action, the Government has the right to repeat any or all of the first production vehicle inspections. The Government shall have the option to select another production vehicle to repeat any or all of the first production vehicle inspections in lieu of the original first production vehicle. Upon completion of any repeat inspection(s), the contractor shall again submit an inspection report. The contractor shall bear the responsibility for delays resulting from additional first production vehicle inspection(s). Contractor failure to complete FPVI in a timely manner shall constitute failure to make delivery within the meaning of the "Default" article of the contract and subparagraph (d) of the contract's "First Article Approval - Government Testing" clause.

E.11.2.4 FPVI VEHICLE STANDARD. After completion of FPVI, the First Production Vehicle of each variant type may, at the discretion of the Government, be retained as the manufacturing standard until completion of the production run and submitted as the last unit to be delivered under the contract. All configuration changes as a result of drawing and/or specification modifications taking place after the FPVI shall be made to the First Production Vehicle so it will be representative of the current configuration throughout the life of the contract.

E.11.3 PRODUCTION VERIFICATION TESTING (PVT).

E.11.3.1 After successful completion of FPVI and pursuant to the General Provisions entitled "First Article Approval Government Testing" and paragraph E.10.3 of this contract, one LAV-25 and one LAV-C2 vehicles that were upgraded for FPVI (E.11.2) shall be

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prepared and shipped to Aberdeen Proving Grounds, MD for PVT. PVT verifies that the Contractor's production process is in control and will not degrade the vehicle from its original performance characteristics as described in the LAV SLEP Purchase Description and the FOLAV-DPS. A subsequent PVT may also be conducted on one LAV-AD variant (optional) after successful completion of FPVI. The PVT vehicles shall be subjected to PVT as follows:

Vehicle	Quantity	Mileage	Duration
LAV-25	1 each	1,500	100 Working Days
LAV-C2	1 each	1,500	100 Working Days
LAV MRV (optional) PVT			
LAV-AD	1 each	1,500	100 Working Days

The PVT shall be conducted by the Government at Aberdeen Proving Grounds, Aberdeen, MD. Testing shall be in accordance with the LAV SLEP Purchase Description and a Government prepared test program plan. The extent of testing may be reduced at the discretion of the Government. Final acceptance of the PVT vehicles, and all SLEP variants that were conditionally accepted as a result of FPVI, shall not occur until PVT has been completed and all test deficiencies that resulted from First Article Testing are corrected to the satisfaction of the Government. A Government prepared test program plan will be provided to the Contractor for informational purposes prior to the start of PVT.

E.11.3.2 PVT starts with the first day of performance or RAM testing. The test day count will be stopped only by a delay in repair parts replacement by the Contractor. Any delay over 48 hours shall be considered a test stoppage unless authorized by the Government. The Contractor shall not be charged for a test stoppage for delays in testing due to crew or maintenance error, gross negligence, or abuse. The test duration specified in E.11.3.1 is based on working days 5 days per week.

E.11.3.3 The test vehicles shall be equipped with Government furnished test measurement instruments. The instruments shall provide daily recordings of the engine RPM, vehicle speed, distance traveled, and lateral G-forces in relation to the time of day. Daily recordings shall be made throughout Government testing at all test sites. Data obtained from this test instrumentation will be made available to the Contractor on an as required basis.

E.11.4 CORRECTION OF DEFICIENCIES - PHASE II. The Contractor shall be responsible for the correction of all deficiencies identified during Government First Article Testing at no increase in cost/price. A deficiency is defined as a failure to meet the requirements of the Purchase Description. Correction of these deficiencies shall include: Preparation of the ECP after Government approval, including:

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\\\*\'b7Documentation changes/updates (ILS corrections, TDP updates, MIs, etc.) in accordance with the Configuration Management provisions in Section C;  
Acquisition, delivery, and installation of ECP retrofit kits onto all affected vehicles (either conditionally accepted or "in-process" prior to acceptance).  
Revision of upgrade kits, either conditionally accepted or in-process to reflect the configuration changed effected by the ECP.

E.11.4.1 Government approval of a COD ECP does not relieve the Contractor of the responsibility for meeting the requirements of this contract. The Government retains the right to retest the Contractor's correction/ECP change to verify that it corrects the deficiency. If it is determined that the system is still deficient, the Contractor will be required to correct the deficiency in accordance with the requirements of this provision. The Contractor's COD responsibility is not fulfilled until all test deficiencies are resolved to ensure compliance with the requirements of the Purchase Description. If the Contractor elects to have Government personnel perform any of the kit installation effort at the field units under the "Option 2" approach (ref. C.21), the Contractor shall maintain responsibility for correcting any deficiencies related to the Government installation effort. Per C.21, the Contractor shall not be held responsible for correcting any vehicle defects unrelated to the installation effort or the interface with the upgrade kits.

E.11.5 CONTRACTOR TEST SUPPORT. All of the requirements of paragraph E.9.3 shall apply to Phase II. .

E.11.6 TEST DEFICIENCIES. All of the requirements of paragraph E.9.4 (inclusive) shall apply to Phase II with the exception of Correction of Deficiencies (COD). The COD requirements of paragraphs E.11.4 shall apply to Phase II.

E.11.7 TEST MEETINGS. The Government will conduct approximately two Test Integrated Process Team (TIPT) meetings with the Contractor and one Scoring and Assessment Conference in support of the PVT for each variant. The duration of each meeting or conference will be approximately two days and the Government will notify the Contractor prior to the start of each conference of the date and location. All of the requirements of paragraph E.9.2 (inclusive) shall apply to the PVT.

SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ ITEM MIPR	ACRN	OBLG STAT/ JOB ORD NO		PRIOR AMOUNT	INCREASE/DECREASE AMOUNT	CUMULATIVE AMOUNT
3010AC	T132T5694K M9545003MP32021	AT	1	\$	0.00	\$ 8,247.00	\$ 8,247.00
5002AA	T132T5684K M9545003MP32021	AT	1	\$	0.00	\$ 5,350.00	\$ 5,350.00
NET CHANGE					\$	13,597.00	

SERVICE NAME	NET CHANGE BY ACRN	ACCOUNTING CLASSIFICATION	ACCOUNTING STATION	INCREASE/DECREASE AMOUNT
Marine Corps	AT	17 35110920383100080200674432D02380500003MP32021		\$ 13,597.00
NET CHANGE				\$ 13,597.00

	PRIOR AMOUNT OF AWARD	INCREASE/DECREASE AMOUNT	CUMULATIVE OBLIG AMT
NET CHANGE FOR AWARD:	\$ 51,086,432.00	\$ 13,597.00	\$ 51,100,029.00